

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

3M COMPANY and 3M INNOVATIVE
PROPERTIES COMPANY,

Plaintiffs,

v.

SONY CORP., SONY ELECTRONICS, INC.,
LENOVO GROUP LTD., LENOVO
(UNITED STATES) INC., CDW CORP.,
BATTERIES COM, LLC, HITACHI, LTD.,
HITACHI KOKI USA, LTD.,
MATSUSHITA ELECTRIC INDUSTRIAL
CO., LTD., PANASONIC CORP. OF
NORTH AMERICA, TOTAL MICRO
TECHNOLOGIES INC., SANYO
ELECTRIC CO., LTD., and SANYO
ENERGY (U.S.A.) CORP.,

Defendants.

Case No. 0:07-cv-01439 JRT/AJB

CONSENT JUDGMENT

WHEREAS, plaintiffs 3M Company and 3M Innovative Properties Company (collectively, “3M”) have brought this action against defendant Batteries Com, LLC (“Batteries.com”) for infringement of United States Patent Nos. 6,964,828 (the “’828 patent”) and 7,078,128 (the “’128 patent”) (collectively, the ’828 patent and the ’128 patent are referred to as the “Patents-in-Suit”);

WHEREAS, the Court has been advised that the 3M plaintiffs and defendant Batteries Com, LLC have agreed to resolve their differences pursuant to the terms of a confidential Settlement Agreement, with an effective date of July 3, 2007 (the “Settlement Agreement”), and have consented to entry of this Judgment;

WHEREAS, having examined the terms of this Consent Judgment, and having concluded that its provisions are appropriate to settlement and disposition of all disputes relating to lithium

ion laptop batteries between the 3M plaintiffs and defendant Batteries Com, LLC (“Batteries.com”);

IT IS HEREBY FOUND, CONCLUDED, ORDERED AND ADJUDGED THAT:

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 271, 281-285. The Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

2. Defendant Batteries.com, is a limited liability company organized and existing under the laws of the State of Indiana, with its principal place of business at 6040 West 79th Street, Indianapolis, Indiana. The Court has personal jurisdiction over Batteries.com.

3. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391(b), 1391(c), and 1400(b).

4. Plaintiff 3M Innovative Properties Company owns the Patents-in-Suit by assignment. Plaintiff 3M Company is the exclusive licensee of the Patents-in-Suit. 3M has standing to bring this action.

5. Each claim of the '828 patent is valid, and is enforceable for all purposes permitted by law. Batteries.com hereby waives the right to contest the validity or enforceability of the '828 patent; hereby waives the right to contend in this or any other court, in the United States Patent and Trademark Office, or in any other forum, that any claim of the '828 patent is invalid or unenforceable, regardless of the structure or composition of the product at issue in such other action; and hereby waives the right to directly or indirectly aid, assist or participate in any action contesting the validity or enforceability of the '828 patent.

6. Each claim of the '128 patent is valid, and is enforceable for all purposes permitted by law. Batteries.com hereby waives the right to contest the validity or enforceability of the '128

patent; hereby waives the right to contend in this or any other court, in the United States Patent and Trademark Office, or in any other forum, that any claim of the '128 patent is invalid or unenforceable, regardless of the structure or composition of the product at issue in such other action; and hereby waives the right to directly or indirectly aid, assist or participate in any action contesting the validity or enforceability of the '128 patent.

7. Batteries.com has infringed the '828 patent by importing into the United States, using, offering for sale and selling certain lithium ion laptop batteries, including Model Nos. 8N544 (Dell Inspiron 8500 Laptop Computer Battery), 3R305 (Dell Latitude D500 Laptop Computer Battery) and D5318 (Dell Inspiron 6000 Laptop Computer Battery), in violation of 35 U.S.C. § 271.

8. Batteries.com has infringed the '128 patent by importing into the United States, using, offering for sale and selling certain lithium ion laptop batteries, including Model Nos. 8N544 (Dell Inspiron 8500 Laptop Computer Battery), 3R305 (Dell Latitude D500 Laptop Computer Battery) and D5318 (Dell Inspiron 6000 Laptop Computer Battery), in violation of 35 U.S.C. § 271.

9. Except as expressly permitted by the Settlement Agreement, Batteries.com, and its officers, agents, servants, and employees, and those persons in active concert or participation with them who receive actual notice of this Judgment, are hereby permanently enjoined from infringing the Patents-in-Suit by importing into the United States, using, offering for sale and selling infringing lithium ion laptop batteries, including Model Nos. 8N544 (Dell Inspiron 8500 Laptop Computer Battery), 3R305 (Dell Latitude D500 Laptop Computer Battery) and D5318 (Dell Inspiron 6000 Laptop Computer Battery). This injunction shall not extend beyond the date of the expiration of the Patents-in-Suit.

10. Batteries.com voluntarily relinquishes its right to appeal this Judgment, or to challenge its enforceability in this Court or in any subsequent legal proceeding.

11. Each of the parties shall fully comply with its respective obligations set forth in the Settlement Agreement. A breach of the Settlement Agreement shall constitute contempt and violation of this Judgment.

12. Each party shall bear its own attorneys' fees, costs and expenses incurred in this action.

13. This Court shall retain jurisdiction over this action and the parties to this action for purposes of enforcement of this Judgment and the Settlement Agreement.

LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: July 20, 2007
at Minneapolis, Minnesota.

s/John R. Tunheim
JOHN R. TUNHEIM
United States District Judge